

1 BILL NO. S-83-08-15

2 SPECIAL ORDINANCE NO S-162-83

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Lakeside Construction Company,  
7 for Res. #5986-83, concrete pave-  
8 ment on Cloverbrook Drive.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 by the City of Fort Wayne by and through its Board of Public  
13 Works and Lakeside Construction Company, for Res. #5986-83, con-  
14 crete pavement on Cloverbrook Drive, is hereby ratified, and  
15 affirmed and approved in all respects. The work under said Con-  
16 tract requires:

17 concrete pavement on Cloverbrook Drive between  
18 Mono Gene Drive and Heritage Drive;

19 the Contract price is Nineteen Thousand Thirteen and No/100  
20 Dollars (\$19,013.00).

21 SECTION 2. Prior Approval was received from Council  
22 with respect to this Contract on July 26, 1983. Two (2) copies  
23 of the Contract attached hereto are on file with the City Clerk,  
24 and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier,  
seconded by GiaQuinta, and duly adopted, read the second time  
by title and referred to the Committee Public Work (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 8-9-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by GiaQuinta,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-23-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)  
(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-162-83  
on the 23rd day of August, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. E. E. E.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 24th day of August, 1983, at the hour of  
11:30 o'clock PM, E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 26th day of August  
1983, at the hour of 3:40 o'clock PM, E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

73-124.33  
7/27/83

CITY PAID  
SUBJECT TO COUNCILMANIC APPROVAL  
PRELIMINARY MEETING \_\_\_\_\_  
RATIFICATION \_\_\_\_\_

CONTRACT

This Agreement, made and entered into this 27 day of July, 1983

by and between \_\_\_\_\_ LAKESIDE CONSTRUCTION CO. \_\_\_\_\_  
\_\_\_\_\_ 9520 Ernst Road, Ft. Wayne, Indiana 46809 \_\_\_\_\_

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve concrete pavement on Cloverbrook Drive between Mono Gene Drive and Heritage Drive.

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_  
\_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5986-83 attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	Two dollars and no cents per square yard	2.00
6" Concrete Pavement	Fifteen dollars and forty cents per square yard	15.40
#73 Aggregate	Six dollars and fifty cents per ton	6.50
Backfill for Seed	Nine dollars and fifty cents per ton	9.50
Seed, Fertilizer, & Mulch	One dollar and fifty cents per square yard	1.50
Total	Nineteen thousand, thirteen dollars and no cents	\$19,013.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5986-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally  
\* See Liquidated Damages Provision

and in all respects completed on or before \*9-30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

Date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27 day of July, 1983

ATTEST:

Corporate Secretary

LAKESIDE CONSTRUCTION CO.

BY: Phil Hancock

ITS: Owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

By R. Collins

Its Board of Public Works and Mayor.

ATTEST:

Alex V. Gochenour  
Secretary and Clerk

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we LAKESIDE CONSTRUCTION COMPANY  
 as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Baltimore, Maryland, a corporation organized under the laws of the  
 State of Maryland, and duly authorized to transact business in the  
 State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
 Indiana, an Indiana Municipal Corporation in the sum of NINETEEN THOUSAND, THIRTEEN  
DOLLARS AND NO CENTS -----

(\$ 19,013.00-----), for the payment whereof well and truly to be made,  
 the Principal and Surety bind themselves, their heirs, executors, administrators,  
 successors and assigns, jointly and severally, firmly by these presents. The  
 condition of the above obligation is such that

WHEREAS, the Principal did on the 27 day of July, 1983,  
 enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5986-83

To improve concrete pavement on Cloverbrook Drive between Mono Gene Drive and  
 Heritage Drive.

at a cost of \$ 19,013.00-----, according to certain plans and specifications  
 prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
 provides:

1. That said improvement shall be completed according to said plans and  
 specifications, and contractor shall warrant and guarantee all work, mater-  
 ial, and conditions of the improvement for a period of three (3) years from  
 the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
 tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
 tions, and repairs as required by the City within thirty (30) days after  
 notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

LAKESIDE CONSTRUCTION COMPANY

(Contractor)

BY: Phil Hanchaw

ITS: Owner

ATTEST:

\_\_\_\_\_

(Title)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

\*BY: Donald L. Coffey

Authorized Agent Donald L. Coffey  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- LAKESIDE CONSTRUCTION COMPANY -----

(Name of Contractor)

----- 9520 Ernst Road, Ft. Wayne, Indiana 46809 -----

(Address)

a Individual, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of NINETEEN THOUSAND, THIRTEEN DOLLARS AND NO CENTS

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27 day of July, 1983, for the construction of:

Improvement Resolution No. 5986-83

To improve concrete pavement on Cloverbrook Drive between Mono Gene Drive and Heritage Drive.

at a cost of NINETEEN THOUSAND, THIRTEEN DOLLARS AND NO CENTS  
(\$ 19,013.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this 22nd day of  
July, 1983.

(SEAL)

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

Paul H. Anderson

Witness as to Principal

St. Wayne, Ind.  
(Address)

Leo Lister

Witness as to Surety

St. Wayne, Ind.  
(Address)

LAKESIDE CONSTRUCTION CO.

Principal

BY Phil Hanchas

Owner

(Title)

9520 Ernst Rd. FT. WAYNE  
(Address) IND.

FIDELITY & DEPOSIT COMPANY OF MARYLAND

Surety

BY

Donald L. Coffey

Attorney-in-Fact Donald L. Coffey  
(Authorized Agent)

Baltimore, Maryland  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



BILL NO. S-83-08-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and Lakeside Construction Company,  
for Res. #5986-83, concrete pavement on Cloverbrook Drive

PRIOR APPROVAL RECEIVED 7/26/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

*Concurred 8-23 J. Kennedy*

E OF ORDINANCE Contract for Res. 5986-83, concrete pavement on Cloverbrook Drive.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

83-08-15

SYNOPSIS OF ORDINANCE Resolution #5986-83 is for improvement of concrete pavement  
on Cloverbrook Drive between Mono Gene Drive and Heritage Drive. Contractor is  
Lakeside Construction Company. PRIOR APPROVAL RECEIVED 7/26/83

EFFECT OF PASSAGE Improvement of concrete pavement on Cloverbrook Drive.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,013.00

ASSIGNED TO COMMITTEE \_\_\_\_\_